



2024 Sierra Vista Farmers Markets, LLC

- Vendor Application -

P.O. Box 1723 Hereford AZ, 85615 – manager@sierravistafarmersmarkets.com

| | | |
|---|---|---------------------------------|
| Business Name: | | |
| Vendor Contact Name(s): | | |
| Address: | | |
| City: | State: | Zip: |
| Check preferred Method of Contact: | <input type="checkbox"/> -Email | <input type="checkbox"/> -Phone |
| Email: | | |
| Cell/Phone: | Website: | Social Media: |
| Other Markets Where You Sell: | | |
| Do you require electricity? | <input type="checkbox"/> -Yes | <input type="checkbox"/> -No |
| *Please Note: Food Truck Electrical Fee is \$10 per Market Day – Individual Vendors Electrical Fee is \$2 Per Market Day | | |
| Vendor Type: | <input type="checkbox"/> -Food Truck <input type="checkbox"/> - Stand Alone Vendor – (provides own canopy and tables) | |
| Space Requirements: <small>(Stand Alone Vendors)</small> | <input type="checkbox"/> -1 Canopy <input type="checkbox"/> -2 Canopies <input type="checkbox"/> -Truck <input type="checkbox"/> -Truck & Trailer | |
| Pricing: 1 Canopy \$25 – 2 Canopies \$45 – Food Truck in Parking Area \$28 | | |

Producer Product Details: (Check all applicable)

| | | | |
|--|---|--|---|
| <input type="checkbox"/> Fruits & Vegetables | <input type="checkbox"/> Poultry | Prepared Products / Processed Foods: | |
| <input type="checkbox"/> Eggs | <input type="checkbox"/> Lamb | <input type="checkbox"/> Baked Goods | <input type="checkbox"/> Jellies / Jams |
| <input type="checkbox"/> Honey | <input type="checkbox"/> Goat | <input type="checkbox"/> Coffee | <input type="checkbox"/> Essential Oils |
| <input type="checkbox"/> Nuts | <input type="checkbox"/> Pork | <input type="checkbox"/> Tea | <input type="checkbox"/> Salsa |
| <input type="checkbox"/> Dairy/Cheese | <input type="checkbox"/> Fish / Seafood | <input type="checkbox"/> Soaps / Lotions | <input type="checkbox"/> Crafts |
| <input type="checkbox"/> Beef | <input type="checkbox"/> Plants | <input type="checkbox"/> Processed Meats | <input type="checkbox"/> |

Prepared Food Information: Select All That Apply

| | |
|--------------------------|--|
| <input type="checkbox"/> | Yes, I personally oversee the production of my products (s). |
| <input type="checkbox"/> | My products currently fall under the AZ Home Baked & Confectionary Goods Program. |
| <input type="checkbox"/> | I have an up-to-date Cochise County Health Department Food Handlers certificate – Please Attach a copy! |
| <input type="checkbox"/> | My commercial kitchen for food processing is located at: Please provide address below: |

Address:

3. Vendor Conduct:

Rude, vulgar, aggressive, obnoxious, or threatening behavior towards, customers, other vendors, staff, or management will not be tolerated. If you behave in this manner your invitation to participate in the Sierra Vista Farmers Market will be withdrawn and you will be told to leave.

4. Vendor Exclusivity:

There are **NO** exclusive rights given to any vendors to sell any one product. We believe that the market customers generally benefit from having a choice. We do curate and limit the number of vendors offering the same or similar product line. The market may deny entry if the product line is deemed excessive for the market or for other reasons the market manager determines. If space is unavailable, qualified vendors may be put on a waiting list.

5. Market Participation:

Vendor participation in the Sierra Vista Farmers Market is by approved written invitation only. Vendor approval and participation is not a guarantee of permanent market participation. Free Market forces determine the size, shape, and constitution of our Farmers market. The Sierra Vista Farmers Market reserves the right to cancel the vendor's invitation to participate in the Farmers Market in order to maintain a healthy customer and vendor dynamic.

6. Market Times and hours:

SVFM is open for business every Thursday-year-round 10am to 2pm (weather permitting). (except Thanksgiving and some Veteran Memorial Park events determined by the City of Sierra Vistas.)

7. Vendor setup:

Setup is from 8 am-9:30am. Vendors are required to unload, park in vendor designated area. Vendors are not allowed to break down displays or move vehicles into position during market hours unless approved beforehand.

8. Securing Vendor Tents & Canopies

Sierra Vista has unpredictable winds. Vendor tents must be secured by weights (minimum of 20 lbs. each) at all four legs – **AT ALL TIMES**. Do not set up your tents or canopies without weights. You will be asked to take them down. Unsecured vendor canopies or tents can be hazardous to customers, vendors, and their property. If you forgot your weights, you may rent weights from the market manager. (On a limited first come first serve basis)

Rental Costs Per Day:

10'x10' Tents (each): \$20.00

Tent Weight (each): \$2.50

Bungy (each): \$.50

Tables (each): \$5.00

9. Customer & Vendor Parking:

Customer parking is prioritized. Vendors should not park their vehicles in the first two rows of the parking lot spaces adjacent to the market square. These spaces are reserved for customer parking so they have easy access to the market. Starting in 2024, if you park your vehicle in the customer parking area you will be charged an additional \$15.00 each week. Vendors are required to park in the parking spaces furthest from the market square.

10. Payment:

Vendor fees shall be collected by market manager at some point during market hours. All vendor fees must be paid in full before market close.

11. Space assignment:

There is no guarantee that the same vendor space will be provided each week.

12. Attendance:

If any approved vendor cannot attend the farmers market text, or email notification must be given to the market manager 48 hours prior to the market opening. Vendors are allowed two absences without prior notice. After two such absences (without notice) the vendor will be charged regular market rent for any subsequent

PARTICIPANT RELEASE OF CLAIMS, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In consideration of the risk of injury while participating in this Farmers Markets, LLC (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Sierra Vista Farmers Markets LLC., their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, and that I may suffer as a direct result of my participation in the aforementioned Activity, including travel to and from an event related to this Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVEL TO AND FROM AS WELL AS PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL, OR THE CONDITION OF THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY, INCLUDING TRAVEL TO, FROM AND DURING THIS ACTIVITY.

I agree to indemnify and hold harmless Sierra Vista Farmers Markets LLC. Against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Sierra Vista Farmers Markets, LLC incurs any of these types of expenses, I agree to reimburse Sierra Vista Farmers Markets LLC.

I acknowledge that Sierra Vista Farmers Markets LLC and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts of failures to act of any party or entity conducting a specific event or activity on behalf of Sierra Vista Farmers Markets, LLC.

I acknowledge that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, events officials and event monitors, and/or producers of the event.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE Sierra Vista Farmers Markets, LLC. AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST Sierra Vista Farmers Markets, LLC FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Sierra Vista Farmers Markets LLC., its agents, and employees.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that damage to equipment or facilities occurs as a result of my, my family's, employees, and/or volunteers, willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant, (*participant's name*) [redacted] and Sierra Vista Farmers Markets, LLC Agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any terms, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

In the event of an emergency, please contact the following persons(s) in the order presented:

Emergency Contact

Contact Telephone

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read the agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing of my own free will.

Participant's Name: _____

Participant's Address: _____

Signature: _____

Date: _____